Exhibit No. 15

# UNITED STATES OF AMERICA The State of Washington

# Secretary of State

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

RABANCO, LTD.

as filed in this office on January 17, 2003.

Date: March 21, 2003



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital.

Sam Reed, Secretary of State

#### STATE OF WASHINGTON



#### SECRETARY OF STATE

RABANCO, LTD.

C/O TEAM 1 CM CT CORPORATION SYSTEM 3225 N. CENTRAL AVE PHOENIX AZ 85012

#### ARTICLES OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting Washington statutory requirements have been filed and processed with the Secretary of State on behalf of:

RABANCO, LTD.

A Washington Public Service Corporation

UBI: 600 359 021

Filing Date: January 17, 2003

#### Merging Entities:

601 839 954	PAPER FIBERS, INC.
601 876 440	ALASKA STREET ASSOCIATES, INC.
601 730 613	RABANCO INTERMODAL/B.C., INC.
601 197 944	S & L, INC.
601 874 220	CCAI, INC.
601 874 222	SSWI, INC.
600 093 228	UNITED WASTE CONTROL CORP.
601 360 289	SEATTLE DISPOSAL COMPANY INC.
601 291 451	NORTHWEST WASTE INDUSTRIES, INC.

600 129 408 RABANCO CONNECTIONS INTERNATIONAL, INC.



Given under my hand and the seal of the State of Washington at Olympia, the State Capital.

Sam Reed, Secretary of State

RAB000672

Validation Val: 81/17/2003 - 222665 \$246.00 on 81/17/2003 Check - 81/17/2003 - 91829

Exhibit No. 15

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FILED SECRETARY OF STATE

JAN 1 7 2003

STATE OF WASHINGTON

ARTICLES OF MERGER

PAPER FIBERS, INC., a Washington corporation,

ALASKA STREET ASSOCIATES, INC. a Washington corporation,

RABANCO INTERMODAL/B.C., INC., a Washington corporation,

S & L, INC., a Washington corporation,

CCAI, INC., a Washington corporation,

SSWI, INC., a Washington corporation,

UNITED WASTE CONTROL CORP., a Washington corporation,

SEATTLE DISPOSAL COMPANY, INC., a Washington corporation,

NORTHWEST WASTE INDUSTRIES, INC., a Washington corporation,

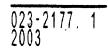
**AND** 

RABANCO CONNECTIONS INTERNATIONAL, INC., a Washington corporation,

**INTO** 

RABANCO, LTD., a Washington corporation

Pursuant to § 23B.11.050 of the Washington Business Corporation Act, the following Articles of Merger are hereby adopted:



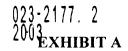
**FIRST:** The Agreement and Plan of Merger approved by each party to the merger is attached hereto as Exhibit A.

SECOND: As to each constituent corporation for which shareholder approval of the Agreement and Plan of Merger was required, the Agreement and Plan of Merger was duly approved as required by § 23B.11.030 of the Washington Business Corporation Act.

DATED this 16th day of January, 2003.

Rabanco, Ltd.

Jo Lynn White, Secretary



#### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into this <u>lot</u> day of January, 2003, among Paper Fibers, Inc., a Washington corporation, Alaska Street Associates, Inc., a Washington corporation, Rabanco Intermodal/B.C., Inc., a Washington corporation, S&L, Inc., a Washington corporation, CCAI, Inc., a Washington corporation, SSWI, Inc., a Washington corporation, United Waste Control Corp., a Washington corporation, Seattle Disposal Company, Inc., a Washington corporation, Northwest Waste Industries, Inc., a Washington corporation, and Rabanco Connections International, Inc., a Washington corporation (collectively, the "Merging Entities"); and Rabanco, Ltd., a Washington corporation (the "Surviving Entity").

#### RECITALS

- A. The Merging Entities desire to merge with and into the Surviving Entity, and thereby transfer to the Surviving Entity all rights and property owned by any of them, tangible and intangible, wheresoever situated.
- B. The Surviving Entity desires to merge with the Merging Entities and, as the surviving entity of the merger (the "Merger"), thereby acquire all of the rights and property of the Merging Entities, tangible and intangible, wheresoever situated, and assume the liabilities of the Merging Entities, on the terms and conditions set forth herein.

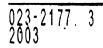
#### **AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual agreements, covenants, provisions, representations and warranties herein, the parties agree as follows:

#### ARTICLE I PLAN OF MERGER

As of the Effective Date (as hereinafter defined), the Merging Entities shall be merged with and into the Surviving Entity. The Surviving Entity shall be the surviving entity of the Merger. When the Merger has been effected in accordance with the applicable laws, and the Articles of Merger duly filed with the Secretary of State of the State of Washington:

- 1. <u>Single Entity</u>. The separate existence of the Merging Entities shall cease and thereupon the Merging Entities and the Surviving Entity shall be a single entity.
- 2. <u>Jurisdiction</u>. The Surviving Entity shall succeed to, without other transfer, and shall possess and enjoy all of the rights, privileges, immunities and powers of each of the constituent entities and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Washington.



- 3. <u>Transfer of Rights and Property</u>. The Surviving Entity shall possess all the rights, privileges, immunities, powers, and franchises, of a public as well as of a private nature, of the Merging Entities. All property, real, personal and mixed, and all debts due on whatever account, including all subscriptions to shares and all other choses in action, and all and every other interest of or belonging to or due to each of the entities so merged, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed. The title to any real estate, or any interest therein, vested in any of such entities shall not revert or be in any way impaired by reason of the Merger.
- 4. <u>Liabilities</u>. The Surviving Entity shall henceforth be responsible and liable for all the liabilities and obligations of each of the entities so merged and any claim existing or action or proceeding pending by or against such entity may be prosecuted as if such Merger had not taken place. Neither the rights of creditors nor any liens upon the property of any entity participating in the Merger shall be impaired by the Merger.

### ARTICLE II MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS

Inasmuch as the Merging Entities and the Surviving Entity are under common control, no new ownership interests of any type shall be issued as part of the Merger, and all of the issued and outstanding shares of capital stock or other ownership interests of the Merging Entities shall be deemed to have been canceled as of the date the Merger is effected for state law purposes. The existing issued and outstanding shares of capital stock or other ownership interests in the Surviving Entity shall continue in existence upon effecting the Merger. All required deliveries, cancellations and exchanges shall occur as of the Effective Date in consideration of this Agreement and the assumption and receipt by the Surviving Entity of all rights, liabilities and assets of the Merging Entities.

# ARTICLE III ARTICLES OF INCORPORATION, BYLAWS

- 1. <u>Articles of Incorporation and Bylaws</u>. The Articles of Incorporation and the Bylaws of the Surviving Entity, as amended through the Effective Date, shall continue, without change, as the Articles of Incorporation and Bylaws of the Surviving Entity after the Merger, until the same shall be altered or amended in accordance with the provisions thereof or with the provisions of applicable state law.
- 2. <u>Management</u>. The officers and directors of the Surviving Entity as the same are constituted at the Effective Date of the Merger shall continue as the officers and directors of the Surviving Entity until such officers and directors are changed or revised in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity and with applicable state law.

## ARTICLE IV CONDITIONS PRECEDENT

This Agreement and Plan of Merger, upon the due approval of the respective Boards of Directors of each of the constituent entities, shall be promptly submitted to and for the approval of the respective shareholders or other owners of the constituent entities if necessary to conform with the requirements of the laws of the State of Washington. Thereupon, the Articles of Merger shall be duly filed with the Secretary of State of the State of Washington.

#### ARTICLE V EFFECTIVE DATE

The Merger shall become effective as of the date the Articles of Merger are accepted for filing by the Secretary of State of the State of Washington (the "Effective Date").

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

Paper Fibers, Inc.

Jo Lynn White, Secretary

Alaska Street Associates, Inc.

Jo Lynn White, Secretary

Rabanco Intermodal/B.C., Inc.

Jo Lynn White, Secretary

S & L, Inc.

Jo Lynn White, Secretary

CCAI, Inc.

Jo Lynn White, Secretary

SSWI, Inc.

Jo Lynn White, Secretary

United Waste Control Corp.

Jo Lynn White, Secretary

Seattle Disposal Company, Inc.

Jo Lynn White, Secretary

Northwest Waste Industries, Inc.

Jo Lynn White, Secretary

Rabanco Connections International, Inc.

Jo Lynn White, Secretary

Rabanco, Ltd.

Jo Lynn White, Secretary